

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

In re
Creative Lighting Solutions, Inc.

) Case No. 19-34296-pcm11
)
) **Notice of Motion for Relief**
) **from Automatic Stay in a**
) **Chapter 11/12 Case,**
) **and Notice of Hearing Thereon**

Debtor(s)

YOU ARE NOTIFIED THAT:

1. A motion was filed by **Christenson Electric, Inc.** for relief from the automatic stay protecting the debtor(s) and debtor's property, as provided by 11 U.S.C. § 362.
2. The name and address of the moving party's attorney (or moving party, if no attorney) are:
Thomas A. Larkin
2300 SW First Avenue, Suite 200 Portland, OR 97201-5047
3. If you wish to resist the motion you must, within 14 days of the service date shown below, file a written response with the clerk at 1050 SW 6th Ave. #700, Portland OR 97204 or 405 E 8th Ave. #2600, Eugene OR 97401. If the response is served in paper, you must also file a certificate showing the response has been served on the moving party's attorney.
4. A response must state the facts upon which relief from the automatic stay is resisted. See [LBF 720.50](#) for details.
5. If you file a timely response, a hearing on the motion will be held as follows:

Date: 03/05/2020

Time: 10:00 am

Location: ☐ Courtroom # _____, _____

☒ Telephone Hearing [**NOTE:** See [LBF 888](#), Telephone Hearing Requirements]

Call-In Number: (888) 684-8852

Access Code:

☐ 4950985 for Judge Trish M. Brown (tmb)

☐ 5870400 for Judge David W. Hercher (dwh)

☒ 1238244 for Judge Peter C. McKittrick (pcm)

☐ 3388495 for Judge Thomas M. Renn (tmr)

☐ Other _____

No testimony will be taken at the hearing. If no timely response is filed, the hearing may be cancelled. Parties are encouraged to check the hearing calendar at <https://www.orb.uscourts.gov> after the response deadline has passed.

6. If a timely response is not filed, then either:

- a. The court may sign an order without further notice, submitted by the moving party, granting relief from the stay; or
- b. The stay will expire under the terms of 11 U.S.C. § 362(e).

I certify that on 02/06/2020 (1) this notice, (2) [LBF 720.50](#) if this notice was served on paper, (3) [LBF 888](#) if this notice was served on paper and a telephone hearing will be held, and (4) the motion, were served pursuant to Federal Rule of Bankruptcy Procedure (FRBP) 4001 and FRBP 7004 on the debtor(s), U.S. Trustee, trustee, members of any committee appointed pursuant to 11 U.S.C. § 1102 or its authorized agent [or, if no committee, on all creditors included on the list filed pursuant to FRBP 1007(d)], and their respective attorneys.

[/s/ Thomas A. Larkin](#)

Signature of Moving Party or Attorney

1 Thomas A. Larkin, OSB #923623
tlarkin@lawssl.com
2 STEWART SOKOL & LARKIN LLC
2300 SW First Avenue, Suite 200
3 Portland, OR 97201-5047
Telephone: (503) 221-0699
4 Facsimile: (503) 223-5706

5 *Attorneys for Plaintiff Christenson Electric, Inc.*

6
7 IN THE UNITED STATES BANKRUPTCY COURT
8 FOR THE DISTRICT OF OREGON

9 In re:

10 Creative Lighting Solutions. Inc.,

11 Debtor,

Case No. 19-34296-pcm11

12 **CHRISTENSON ELECTRIC, INC'S**
13 **MOTION FOR RELIEF FROM**
AUTOMATIC STAY

14 Christenson Electric, Inc. ("CEI") hereby moves the Court (the "Motion") for
15 limited relief from the automatic stay imposed under 11 U.S.C. 362(d) of the
16 Bankruptcy Code, so that CEI may pursue Creative Lighting Solutions Inc.'s
17 ("Debtor") Construction Contractor's License Bond (the "Bond"). Relief from the
18 automatic stay is warranted because the Bond is not estate property. This Motion is
19 supported by the Declaration of Thomas A. Larkin ("Larkin Decl.") and the following
20 points and authorities.

21 **I. Introduction**

22 On or around August 6, 2018, Debtor and CEI entered into a series of
23 contracts for CEI to provide electrical construction labor, materials, and equipment
24 on a project with respect to which Debtor was involved as a contractor. After
25 completing its work, CEI sent Debtor invoices, which Debtor failed to pay.
26 Accordingly, CEI caused a complaint to be filed against Debtor alleging breach of

1 contract, action on account, account stated, private prompt payment, and quantum
2 meruit/unjust enrichment. CEI moved for an order of default that was granted on or
3 around November 27, 2019. Before CEI could collect, Debtor filed for protection
4 under Chapter 11 of the United States Bankruptcy Code. CEI requests limited relief
5 from the automatic stay imposed under 11 U.S.C. § 362 in order to pursue, liquidate
6 and collect on the Bond. Under Ninth Circuit law, the Bond is not estate property
7 and thus the relief sought in this Motion should be granted.

8 **II. Ownership, Description, and Value of Collateral**

9 (1) The present balance owing to the moving party;

10 \$64,994.06.

11 (2) The date upon which the debt was incurred;

12 The debt was incurred between October 2018 and June 2019.

13 (3) Whether the moving party holds a security interest or lien upon the debtor's
14 property;

15 CEI holds no security interest or lien upon the debtor's property.

16 (4) The nature of the security interest or lien, the date upon which the security
17 interest or lien was obtained, and if applicable, the date upon which the
18 security interest or lien was perfected;

19 N/A.

20 (5) A description of the collateral sufficient for identification;

21 Construction Contractor's License Bond.

22 (6) The fair market value of the collateral;

23 \$20,000.

24 (7) A description of, and the amounts due upon, any other security interest or
25 liens which priority over that of the moving party;

26 N/A.

(8) Whether the debtor is in default and, if so, the number of defaulted
installments and the total sums in default;

1 N/A.

2 (9) The subsection of § 362(d) under which relief is requested; and

3 11 U.S.C. § 362(d)(1).

4 (10) Any other facts which are relevant in determinig whether relief should be
5 granted.

6 See “Factual Background” and “Argument” sections below.

7 **III. Factual Background**

8 On or around August 6, 2018, Debtor and CEI entered into an agreement for
9 CEI to provide electrical construction labor, materials, and equipment on a project
10 with respect to which Debtor was involved as a contractor. (the “Project”). Larkin
11 Decl. ¶ 2. Between approximately October 28, 2018 and January 27, 2019, CEI
12 sent Debtor invoices approximately monthly setting forth charges for electrical
13 construction labor, materials and equipment CEI supplied on the Project. Larkin
14 Decl. ¶ 3. On or around February 24, 2019 and June 24, 2019, CEI sent Debtor
15 invoices for additional services performed on separate projects with respect to which
16 Debtor was involved as a contractor. Larkin Decl. ¶ 4. Despite demand, Debtor has
17 refused to pay amounts due and owing to CEI. Larkin Decl. ¶ 5.

18 CEI filed a complaint in the Circuit Court of the State of Oregon for
19 Multnomah County captioned *Christenson Electric, Inc., v. Creative Lighting*
20 *Solutions, Inc.*, Case No. 19CV43762 seeking to recover the amounts due and
21 owing CEI. Larkin Decl. Ex. 1. Shortly thereafter, CEI filed a Breach of Contract
22 Complaint with the Construction Contractors Board. Larkin Decl. ¶ 7. CEI moved
23 the court to enter an order of default in Multnomah County Case No. 19CV43762,
24 which was granted on or around November 27, 2019. Larkin Decl. Ex. 2. Debtor
25 declared bankruptcy on or around November 21, 2019. Larkin Decl. Ex. 3.
26 Subsequently, the Construction Contractors Board wrote to CEI stating that it

1 “cannot process complaints that could result in a debt against a respondent.” Larkin
2 Decl. ¶ 10.

3 **IV. Argument**

4 This Court should grant CEI’s Motion for limited relief from the automatic stay
5 to pursue the Bond because the Bond is not “property of the estate” within the
6 meaning of 11 U.S.C. § 541 and is therefore not subject to the automatic stay
7 imposed under 11 U.S.C. § 362(a).

8 Once filed, a bankruptcy petition operates as a stay of, *inter alia*, “the
9 commencement or continuation...of a judicial, administrative, or other action or
10 proceeding against the debtor that was or could have been commenced before the
11 commencement” of the bankruptcy proceedings” and “the enforcement, against the
12 debtor or against property of the estate, of a judgment obtained before the
13 commencement” of the bankruptcy proceedings. 11 U.S.C. § 362(a)(1)(2). Under
14 11 U.S.C. § 362(d)(1), “the court shall grant relief from the stay...such as by
15 terminating, annulling, modifying, or conditioning such stay...for cause...”

16 The stay should be terminated or annulled as to the Bond, or otherwise
17 modified, because CEI merely seeks to pursue, liquidate and collect on the Bond.
18 Critically, bond proceeds are not property of the estate subject to the stay. *See In re*
19 *Lockard*, 884 F.2d 1171, 1177-78 (9th Cir. 1989) (“a surety bond issued by a third
20 party to guaranty a contractor’s performance of its contracts is not property of the
21 estate.”). However, pursuant to *In re Christensen*, 167 B.R. 213 (D. Or. 1994), relief
22 from stay is required to proceed on a bond claim.

23 Additional cause for relief exists in this case because CEI merely seeks to
24 recover against bond proceeds not available to the debtor, no Bankruptcy Court
25 expertise is invoked, CEI will be prejudiced if the stay is not terminated, judicial

26 ///

1 economy supports stay termination, and the estate is not depleted by CEI's pursuit
2 of the claim. *See generally In re Kronemyer*, 405 B.R. 915 (9th Cir. BAP 2009).

3 **V. Conclusion**

4 CEI seeks the limited relief of authorization to collect from Debtor's Bond.
5 Under Ninth Circuit precedent, the Bond at issue is not "property of the estate" and is
6 not entitled to stay protection. For these reasons the Court should grant CEI's
7 Motion and authorize relief from the stay in order to collect Bond proceeds.

8 DATED this 6th day of February 2020.

9 STEWART SOKOL & LARKIN LLC

10
11 By: /s/ Thomas A. Larkin
12 Thomas A. Larkin, OSB #923623
13 tlarkin@lawssl.com
14 Attorneys for Plaintiff CEI Electric, Inc.
15
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1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I served the foregoing **CEI ELECTRIC, INC'S MOTION**
3 **FOR RELIEF FROM AUTOMATIC STAY** on:

4 Nicholas J. Henderson
5 Motschenbacher & Blattner, LLP
6 117 SW Taylor Street, Ste 300
7 Portland, OR 97204
8 E-mail: nhenderson@portlaw.com
9 *Of Attorneys for Creative Lighting Solutions. Inc.*

10 by the following indicated method or methods:

11 ☒ by **E-filing** a full, true and correct copy thereof to the attorney, as shown
12 above, at the electronic mail address reflected on the court's CM/ECF
13 system, on the date set forth below.

14 DATED this 6th day of February, 2020.

15 STEWART SOKOL & LARKIN LLC

16 By: /s/ Thomas A. Larkin
17 Thomas A. Larkin, OSB #923623
18 tlarkin@lawssl.com
19 *Attorneys for Plaintiff CEI Electric, Inc.*

1 Thomas A. Larkin, OSB #923623
tlarkin@lawssl.com
2 STEWART SOKOL & LARKIN LLC
2300 SW First Avenue, Suite 200
3 Portland, OR 97201-5047
Telephone: (503) 221-0699
4 Facsimile: (503) 223-5706

5 *Attorneys for Plaintiff Christenson Electric, Inc.*

6

7 IN THE UNITED STATES BANKRUPTCY COURT
8 FOR THE DISTRICT OF OREGON

9 In re:

10 Creative Lighting Solutions, Inc.,

11 Debtor,

Case No. 19-34296-pcm11

**DECLARATION OF THOMAS A.
LARKIN IN SUPPORT OF MOTION
FOR RELIEF FROM AUTOMATIC
STAY**

13

14 I, Thomas A. Larkin, declare under penalty of perjury the following:

15 1. I am one of the attorneys for Christenson Electric, Inc. ("CEI") in
16 connection with the above-captioned matter. I make this declaration in support of
17 Christenson Electric, Inc.'s Motion for Relief from Automatic Stay.

18 2. On or around August 6, 2018, Debtor and CEI entered into an
19 agreement for CEI to provide electrical construction labor, materials, and equipment
20 on a project with respect to which Debtor was involved as a contractor (the
21 "Project").

22 3. Between approximately October 28, 2018 and January 27, 2019, CEI
23 sent Debtor invoices approximately monthly setting forth charges for electrical
24 construction labor, materials and equipment CEI supplied on the Project.

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26 ///

PAGE 1 – DECLARATION OF THOMAS A. LARKIN IN
SUPPORT OF MOTION FOR RELIEF FROM
AUTOMATIC STAY

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STEWART SOKOL & LARKIN LLC
ATTORNEYS AT LAW
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IN THE CIRCUIT COURT FOR THE STATE OF OREGON
IN AND FOR THE COUNTY OF MULTNOMAH

CHRISTENSON ELECTRIC, INC., an
Oregon corporation,

Plaintiff,

v.

CREATIVE LIGHTING SOLUTIONS,
INC., an Oregon corporation,

Defendant.

Case No.

COMPLAINT
(Breach of Contract; Action on
Account; Account Stated; Private
Prompt Payment; Quantum
Meruit/Unjust Enrichment)

NOT SUBJECT TO MANDATORY
ARBITRATION

Amount of Claim: \$64,994.06
Fee Authority: ORS 21.160(1)(c)
Filing Fee: \$560

For its Complaint, Plaintiff Christenson Electric, Inc. ("Christenson") alleges as follows:

1.

Christenson is a corporation organized and existing under the laws of the
State of Oregon, with its principal place of business in Multnomah County, Oregon.
At all relevant times, Christenson was and is licensed by the State of Oregon
Construction Contractor's Board as licensee 458.
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///

2.

Defendant Creative Lighting Solutions, Inc. (“Creative Lighting”) is and was an Oregon business corporation doing business in Multnomah and Clackamas Counties of the State of Oregon. Creative Lighting’s business registration number is 832907-92. At all relevant times, Creative Lighting was and is licensed by the State of Oregon’s Construction Contractor’s Board as licensee 202492.

3.

This Court has jurisdiction over the parties and this action, and venue in this Court is proper, because the acts and omissions giving rise to the claims in this action took place and this action arose in Multnomah County.

4.

On or around August 6, 2018, Creative Lighting, pursuant to a subcontract letter agreement dated June 27, 2018, engaged Christenson as a subcontractor to perform and provide certain electrical construction labor, materials and equipment on a project with respect to which Creative Lighting was involved as contractor.

5.

The parties entered into a subcontract for Christenson to provide the above-referenced services, material and equipment to Creative Lighting. Creative Lighting agreed to pay Christenson Electric, Inc. the lump sum amount of \$464,446.54 for such services, material and equipment ("Subcontract #1"). The parties also entered into time & materials agreements for Christenson to perform other work totaling \$524.52 ("Subcontract #2).

6.

Christenson fully performed the Subcontract #1 and Subcontract #2 services, materials and equipment for Creative Lighting Solutions. The majority of
///

Christenson's services, materials and equipment were performed and provided in Multnomah County, Oregon.

7.

Between October 28, 2018 and January 27, 2019, Christenson sent Creative Lighting invoices approximately monthly setting forth the charges for the services, materials and equipment performed under Subcontract #1. On February 24, 2019 and June 24, 2019, Christenson sent Creative Lighting invoices for the services, materials and equipment performed under Subcontract #2.

8.

Despite demand, Creative Lighting has failed and refused to pay the amounts due and owing to Christenson.

FIRST CLAIM FOR RELIEF

(Breach of Contract)

9.

Christenson realleges and incorporates by reference the allegations contained in Paragraphs 1 through 8, above.

10.

Creative Lighting and Christenson entered into a valid and binding contract by which Creative Lighting would pay Christenson the subcontract amount (for both Subcontract #1 and Subcontract #2) in exchange for Christenson's subcontract services, materials and equipment.

11.

Christenson performed all of its obligations and conditions precedent on its part to be performed under the subcontract between the parties.

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///

1 12.

2 Creative Lighting's failure and refusal to pay Christenson constitutes a breach
3 of the parties' subcontract.

4 13.

5 As a direct and foreseeable result of Creative Lighting's breaches,
6 Christenson has been damaged in the principal amount of \$64,994.06, plus interest
7 thereon from the dates due until paid in full at the statutory rate of 9% per annum.

8 **SECOND CLAIM FOR RELIEF**

9 **(Action on Account)**

10 14.

11 Christenson realleges and incorporates by reference the allegations
12 contained in Paragraphs 1 through 13, above.

13 15.

14 Christenson provided services, materials and equipment to Creative Lighting
15 on an account basis under their subcontract, and Creative Lighting promised to pay
16 Christenson for the services, materials and equipment so rendered. The current
17 amount due and owing from Creative Lighting to Christenson as reflected in invoices
18 regularly sent to Creative Lighting is \$64,994.06 plus interest from the dates due
19 until paid in full.

20 16.

21 Despite its invoices and demands by Christenson that Creative Lighting pay
22 the outstanding balance due on its account, Creative Lighting has failed to pay the
23 amounts due and owing. As a result, Christenson has been damaged and is entitled
24 to recover the amount due and owing on the account in the principal amount of
25 \$64,994.06, plus interest from the dates due until paid in full. Interest owed on
26 ///

1 Creative Lighting's unpaid account shall accrue at the statutory rate 9% per annum
2 from the dates due until paid.

3 **THIRD CLAIM FOR RELIEF**

4 **(Account Stated)**

5 17.

6 Christenson realleges and incorporates by reference the allegations
7 contained in Paragraphs 1 through 16, above.

8 18.

9 Creative Lighting agreed to pay Christenson the amounts set forth in
10 Christenson's invoices. Creative Lighting received and retained Christenson's
11 invoices without objection and, therefore, conceded to the accuracy of the amounts
12 stated and that such amounts were due and payable by Creative Lighting to
13 Christenson.

14 19.

15 Creative Lighting has not paid Christenson for the undisputed amounts owing
16 on the past due invoices and statements of account.

17 20.

18 Based upon the accounts stated, Christenson is entitled to recover from
19 Creative Lighting the principal amount of \$64,994.06, plus interest at the statutory
20 rate of 9% per annum from the dates due until paid.

21 **FOURTH CLAIM FOR RELIEF**

22 **(Private Prompt Payment)**

23 21.

24 Christenson realleges and incorporates by reference the allegations
25 contained in Paragraphs 1 through 20.

26 22.

1 Creative Lighting received payment in full from the project Owner for the
2 services, materials and equipment performed and supplied by Christenson under
3 Subcontract #1 by December 31, 2018. Creative Lighting did not pay such amounts
4 to Christenson within the timeframe required by ORS Chapter 701. Pursuant to
5 ORS 701.630, Christenson is entitled to interest on all amounts due and owing it
6 from Creative Lighting at the rate specified in ORS 701.630(6). Christenson is
7 entitled to interest on the amounts owed for Subcontract #1 (\$64,466.54) at the rate
8 of eighteen percent (18%) per annum from December 31, 2018 until paid.

9 23.

10 Pursuant to ORS 701.630(7), Christenson is also entitled to its costs and
11 reasonable attorney fees incurred in collecting interest.

12 (Alternative)

13 **FIFTH CLAIM FOR RELIEF**

14 **(Quantum Meruit / Unjust Enrichment)**

15 24.

16 Christenson realleges and incorporates by reference the allegations
17 contained in Paragraphs 1 through 23.

18 25.

19 The reasonable value of the unpaid balance of Christenson's services,
20 materials and equipment, which were incurred at Creative Lighting's request and for
21 Creative Lighting's benefit, is \$64,994.06.

22 26.

23 Creative Lighting was aware of, received and accepted the entire benefit of
24 Christenson's services, but has failed and refused to pay Christenson in full.

25 ///

26 ///

As an alternative claim for relief and to avoid unjust enrichment, it is fair and equitable for Christenson to recover from Creative Lighting the reasonable value of the services, materials and equipment incurred and provided by Christenson in connection with the subcontract described herein, which reasonable value is not less than the principal amount of \$64,994.06. Christenson is also entitled to interest thereon at the highest rate allowed by law from the date due until paid.

WHEREFORE, Christenson Electric, Inc. prays for judgment as follows:

1. On its First, Second and Third Claims Relief, for judgment against Creative Lighting Solutions, Inc. in the principal amount of \$64,994.06, plus pre- and post-judgment interest accruing at the highest rate allowed by law from the dates due until paid;

2. On its Fourth Claim for Relief, for judgment against Creative Lighting Solutions, Inc. in the amount of eighteen percent (18%) interest per annum on the amounts owed for Subcontract #1 (\$64,466.54) from December 31, 2018 until paid, together with an award of the attorney fees and costs incurred by Christenson.

3. On its (Alternative) Fifth Claim for Relief, for judgment against Creative Lighting Solutions, Inc. in the principal amount of \$64,994.06, which represents the reasonable value of the services, materials and equipment Christenson provided, plus pre- and post-judgment interest accruing at the highest rate allowed by law from the dates due until paid;

///

///

///

///

///

4. For its costs and disbursements incurred herein; and

5. For such other relief as the Court may deem to be just and equitable.

DATED this 8th day of October, 2019.

STEWART SOKOL & LARKIN LLC

By: s/ Thomas A. Larkin

Thomas A. Larkin, OSB #923623

tlarkin@lawssl.com

*Attorneys for Plaintiff Christenson
Electric, Inc.*

Trial Attorney: Thomas A. Larkin

PAGE 8 - COMPLAINT

STEWART SOKOL & LARKIN LLC

ATTORNEYS AT LAW

2300 SW First Avenue, Suite 200

Portland, OR 97201-5047

(503) 221-0699

FAX (503) 223-5706

Case 19-34296-pcm11 Doc 88 Filed 02/06/20

Exhibit 1

8 of 8

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IN THE CIRCUIT COURT FOR THE STATE OF OREGON

8

IN AND FOR THE COUNTY OF MULTNOMAH

9

CHRISTENSON ELECTRIC, INC., an
Oregon corporation,

10

Plaintiff,

11

v.

12

CREATIVE LIGHTING SOLUTIONS,
INC., an Oregon corporation,

13

14

Defendant.

15

Case No. 19CV43762

**ORDER OF DEFAULT AGAINST
DEFENDANT CREATIVE LIGHTING
SOLUTIONS, INC.**

16

Based upon Plaintiff Christenson Electric, Inc.'s ("Christenson") Motion for

17

Order of Default against Defendant Creative Lighting Solutions, Inc. ("Creative"), the

18

Declaration of Matthew R. Berry in support thereof, and Defendant having been duly

19

served with a copy of the Complaint and Summons, and having failed to file an

20

Answer or other responsive pleading herein, it is hereby:

21 ///

22 ///

23 ///

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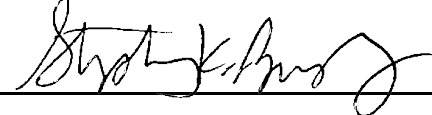
PAGE 1 - ORDER OF DEFAULT AGAINST DEFENDANT
CREATIVE LIGHTING SOLUTIONS, INC.

910.058-01839349; 1

STEWART SOKOL & LARKIN LLC
ATTORNEYS AT LAW2300 SW First Avenue, Suite 200
Portland, OR 97201-5047
(503) 221-0699
FAX (503) 223-5706

1 ORDERED that Defendant is in default, and that said default be and hereby is
2 entered of record.

Signed: 11/27/2019 08:25 AM



Circuit Court Judge Stephen Bushong
Proxy signed by SJ

7 Submitted by:

8 STEWART SOKOL & LARKIN LLC
9 Thomas A. Larkin, OSB #923623
tlarkin@lawssl.com
10 Matthew R. Berry, OSB #133026
mberry@lawssl.com
11 *Attorneys for Plaintiff Christenson
Electric, Inc.*

PAGE 2 - ORDER OF DEFAULT AGAINST DEFENDANT
CREATIVE LIGHTING SOLUTIONS, INC.

910.058-01839349; 1

STEWART SOKOL & LARKIN LLC
ATTORNEYS AT LAW
2300 SW First Avenue, Suite 200
Portland, OR 97201-5047
(503) 221-0699
FAX (503) 223-5706

CERTIFICATE OF COMPLIANCE WITH UTCR 5.100

I hereby certify that this **ORDER OF DEFAULT AGAINST DEFENDANT
CREATIVE LIGHTING SOLUTIONS, INC.** is ready for judicial signature because:

1. ☐ Each opposing party affected by this order or judgment has stipulated to the order or judgment, as shown by each opposing party's signature on the document being submitted.
2. ☐ Each opposing party affected by this order or judgment has approved the order or judgment, as shown by signature on the document being submitted or by written confirmation of approval sent to me.
3. ☐ I have served a copy of this order or judgment on all parties entitled to service and:
 - a. ☐ No objection has been served on me.
 - b. ☐ I received objections that I could not resolve with the opposing party despite reasonable efforts to do so. I have filed a copy of the objections I received and indicated which objections remain unresolved.
 - c. ☐ After conferring about objections, [role and name of opposing party] agreed to independently file any remaining objection.
4. ☒ The relief sought is against an opposing party who has been found in default.
5. ☐ An order of default is being requested with this proposed judgment.
6. ☐ Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or otherwise.

DATED this 13th day of November, 2019.

STEWART SOKOL & LARKIN LLC

By: s/ Matthew R. Berry
Thomas A. Larkin, OSB #923623
tlarkin@lawssl.com
Matthew R. Berry, OSB #133026
mberry@lawssl.com
*Attorneys for Plaintiff Christenson
Electric, Inc.*

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I served the foregoing **ORDER OF DEFAULT AGAINST**
3 **DEFENDANT CREATIVE LIGHTING SOLUTIONS, INC.** on:

4 Creative Lighting Solutions, Inc.
5 17700 SW Upper Boones Ferry Rd.
6 Suite 140
Durham, OR 97224

7 by the following indicated method or methods:

8 ☒ by **E-filing** a full, true and correct copy thereof to the attorney, as shown
9 above, at the electronic mail address reflected on the court's CM/ECF
system, on the date set forth below.

10 ☒ by **mailing** a full, true and correct copy thereof in a sealed, first-class
11 postage-paid envelope, and addressed to the attorney as shown above, the
12 last-known office address of the attorney, and deposited with the United
States Postal Service at Portland, Oregon on the date set forth below.

13 DATED this 13th day of November, 2019.

14 STEWART SOKOL & LARKIN LLC

15 By: s/ Matthew R. Berry
16 Thomas A. Larkin, OSB #923623
17 tlarkin@lawssl.com
18 Matthew R. Berry, OSB #133026
mberry@lawssl.com
Attorneys for Plaintiff Christenson
Electric, Inc.

RECEIVED

NOV 26 2019

Stewart Sokol & Larkin LLC

Information to identify the case:

Debtor

Creative Lighting Solutions, Inc.

EIN: 45-4609990

Name

United States Bankruptcy Court District of Oregon

Date case filed for chapter: 11 11/21/19

Case number: 19-34296-pcm11

Official Form 309F (For Corporations or Partnerships)

Notice of Chapter 11 Bankruptcy Case

12/17

For the debtor listed above, a case has been filed under chapter 11 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read all pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtor or the debtor's property. For example, while the stay is in effect, creditors cannot sue, assert a deficiency, repossess property, or otherwise try to collect from the debtor. Creditors cannot demand repayment from the debtor by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees.

Confirmation of a chapter 11 plan may result in a discharge of debt. A creditor who wants to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadline specified in this notice. (See line 11 below for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at www.pacer.gov).

The staff of the bankruptcy clerk's office cannot give legal advice.

Do not file this notice with any proof of claim or other filing in the case.

1. Debtor's full name	Creative Lighting Solutions, Inc.	
2. All other names used in the last 8 years	fdba Creative Lighting	
3. Address	22365 SW Fisk Terrace Sherwood, OR 97140	
4. Debtor's attorney Name and address	NICHOLAS J HENDERSON Motschenbacher & Blattner, LLP 117 SW Taylor Street Ste 300 Portland, OR 97204	Contact phone 503-417-0500
5. Bankruptcy clerk's office Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at www.pacer.gov .	1050 SW 6th Ave. #700 Portland, OR 97204	Office Hours 9:00 a.m. – 4:30 p.m. Contact phone 503-326-1500
6. Meeting of creditors The debtor's representative, as specified in Bankruptcy rule 9001(5), must attend the meeting to be questioned under oath. Creditors may attend, but are not required to do so.	December 20, 2019 at 10:00 AM The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket. Photo ID is required.	Location: US Trustee's Office, 620 SW Main St Rm 223, Portland, OR 97205

For more information, see page 2 >

7. Proof of claim deadline	<p>Deadline for filing proof of claim: 1/30/20 For a governmental unit: See Fed. Rule Bankr. Proc. 3002(c)(1)</p> <p>A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be completed and filed at https://www.orb.uscourts.gov or any bankruptcy clerk's office. Please file proof of claim electronically at https://www.orb.uscourts.gov. No password or login required.</p> <p>Your claim will be allowed in the amount scheduled unless:</p> <ul style="list-style-type: none"> • your claim is designated as <i>disputed, contingent, or unliquidated</i>; • you file a proof of claim in a different amount; or • you receive another notice. <p>If your claim is not scheduled or if your claim is designated as <i>disputed, contingent, or unliquidated</i>, you must file a proof of claim or you might not be paid on your claim and you might be unable to vote on a plan. You may file a proof of claim even if your claim is scheduled.</p> <p>You may review the schedules at the bankruptcy clerk's office or online at www.pacer.gov.</p> <p>Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. Filing a proof of claim submits a creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial.</p>
8. Exception to discharge deadline The bankruptcy clerk's office must receive a complaint and any required filing fee by the following deadline.	<p>If § 523(c) applies to your claim and you seek to have it excepted from discharge, you must start a judicial proceeding by filing a complaint by the deadline stated below.</p> <p>Deadline for filing the complaint: 2/18/20</p>
9. Creditors with a foreign address	<p>If you are a creditor receiving notice mailed to a foreign address, you may file a motion asking the court to extend the deadlines in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.</p>
10. Filing a Chapter 11 bankruptcy case	<p>Chapter 11 allows debtors to reorganize or liquidate according to a plan. A plan is not effective unless the court confirms it. You may receive a copy of the plan and a disclosure statement telling you about the plan, and you may have the opportunity to vote on the plan. You will receive notice of the date of the confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the debtor will remain in possession of the property and may continue to operate its business.</p>
11. Discharge of Debts	<p>Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See 11 U.S.C. § 1141(d). A discharge means that creditors may never try to collect the debt from the debtor except as provided in the plan. If you want to have a particular debt owed to you excepted from the discharge and § 523(c) applies to your claim, you must start a judicial proceeding by filing a complaint and paying the filing fee in the bankruptcy clerk's office by the deadline.</p>
12. Court Information and Legal Advice	<p>Court information is available at https://www.orb.uscourts.gov. For account numbers, etc. contact the debtor's attorney. Contact your own attorney with other questions and to protect your rights. The clerk's office staff is forbidden by law from giving legal advice.</p>

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I served the foregoing **DECLARATION OF THOMAS A.**
3 **LARKIN IN SUPPORT OF MOTION FOR RELIEF FROM AUTOMATIC STAY** on:

4 Nicholas J. Henderson
5 Motschenbacher & Blattner, LLP
6 117 SW Taylor Street, Ste 300
7 Portland, OR 97204
8 E-mail: nhenderson@portlaw.com
9 *Of Attorneys for Creative Lighting Solutions. Inc.*

10 by the following indicated method or methods:

11 ☒ by **E-filing** a full, true and correct copy thereof to the attorney, as shown
12 above, at the electronic mail address reflected on the court's CM/ECF
13 system, on the date set forth below.

14 DATED this 6th day of January, 2020.

15 STEWART SOKOL & LARKIN LLC

16 By: /s/ Thomas A. Larkin
17 Thomas A. Larkin, OSB #923623
18 tlarkin@lawssl.com
19 *Attorneys for Plaintiff Christenson*
20 *Electric, Inc.*